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Jeremy Allison & Andrew Tridgell: Analysis of the MS Settlement and What It Means for Samba.

The Samba Team would welcome Microsoft documenting its proprietary server protocols. Unfortunately this isn't what the settlement stipulates. The settlement states :

"E. Starting nine months after the submission of this proposed Final Judgment to the Court, Microsoft shall make available for use by third parties, for the sole purpose of interoperating with a Windows Operating System Product, on reasonable and non-discriminatory terms (consistent with Section III.I), any Communications Protocol that is, on or after the date this Final Judgment is submitted to the Court, (i) implemented in a Windows Operating System Product installed on a client computer, and (ii) used to interoperate natively (i.e., without the addition of software code to the client or server operating system products) with Windows 2000 Server or products marketed as its successors installed on a server computer. "

Sounds good for Samba, doesn't it. However, in the "Definition of terms" section it states :

"Communications Protocol" means the set of rules for information exchange to accomplish predefined tasks between a Windows Operating System Product on a client computer and Windows 2000 Server or products marketed as its successors running on a server computer and connected via a local area network or a wide area network. These rules govern the format, semantics, timing, sequencing, and error control of messages exchanged over a network. Communications Protocol shall not include protocols used to remotely administer Windows 2000 Server and products marketed as its successors. "

If Microsoft is allowed to be the interpreter of this document, then it could be interpreted in a very broad sense to explicitly exclude the SMB/CIFS protocol and all of the Microsoft RPC calls needed by any SMB/CIFS server to adequately interoperate with Windows 2000. They would claim that these protocols are used by Windows 2000 server for remote administration and as such would not be required to be disclosed. In that case, this settlement would not help interoperability with Microsoft file serving one bit, as it would be explicitly excluded.

We would hope that a more reasonable interpretation would allow Microsoft to ensure the security of its products, whilst still being forced to fully disclose the fundamental protocols that are needed to create interoperable products.

The holes in this document are large enough for any competent lawyer to drive several large trucks through. I assume the DoJ lawyers didn't get any technical advice on this settlement as the exceptions are cleverly worded to allow Microsoft to attempt to evade any restrictions in previous parts of the document.

Microsoft has very competent lawyers, as this weakly worded settlement by the DoJ shows. It is to be hoped the the European Union investigators are not so easily fooled as the USA.

A secondary problem is the definition of "Reasonable and non-Discriminatory" (RAND) licensing terms. We have already seen how such a term could damage the open implementation of the protocols of the Internet. If applied in the same way here, Open Source/Free Software products would be explicitly excluded.

Regards,

Jeremy Allison,
Andrew Tridgell,
Samba Team.

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